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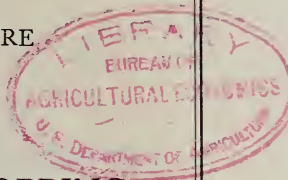


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UNITED STATES
DEPARTMENT OF AGRICULTURE

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THE FLEXIBLE SHARECROPPING
AGREEMENT AND ITS USE

In 1935 there were 716,000 sharecroppers in the United States. All were located in the 16 Southern States. Most of them were engaged in the production of cotton or tobacco. Of all sharecroppers, 51½ percent, or 368,000, were colored and 48½ percent, or 348,000, were white.

The census takers in 1935 were told by 43 percent of all sharecroppers that they had moved in the year 1934. This means that 305,000 sharecropper families changed farms in 1 year. It means that more than 1½ million people in sharecropper families moved in 1 year, and it indicates that a similar number move every year.

This wholesale moving is an expense and loss to both sharecroppers and their landlords. It is destructive to the land and to improvements. It is a handicap to the communities in which the farms occupied by these sharecroppers are located, and to their schools and churches.

More definite agreements and understandings between landlords and sharecroppers will be to the general benefit of all concerned. The Flexible Sharecropping Agreement is provided in the hope that it will be helpful to landlords and sharecroppers in working out more definite agreements and understandings between them.

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1940

THE FLEXIBLE SHARECROPPING AGREEMENT AND ITS USE

THE 1935 Federal census shows that 43 percent, or nearly one-half of all sharecroppers, moved in the year 1934. This means that approximately 305,000 sharecropper families, representing 1½ million people, changed farms in 1 year. Many sharecropper families change farms every year. Many change communities and change schools. These families, their landlords, and the communities in which they are located, suffer an enormous annual loss, because moving involves expense and hardship for families; changing sharecroppers involves repairs and financial loss for landlords; and a shifting and unstable population creates difficulties and handicaps for schools and communities. And these are the landlords, sharecroppers, and communities that can least afford such expense and economic loss.

Frequent Moving is Expensive

Many of the 305,000 sharecroppers who moved in 1934 had good reasons for moving, of course. Some moved to better farms and better communities; some became regular tenants with equipment of their own; a few bought farms and became home owners. In the main, however, it was just a wholesale, aimless, reshuffling of families and farms that benefited neither sharecroppers nor landlords. Each year most of the farms involved in this process become less productive and more dilapidated. Sharecroppers who expect to move are not inclined to make repairs or improvements because they may not remain to receive the benefit of improvements made. Landlords whose sharecroppers move frequently may not be inclined to make repairs because they have no assurance that their property will be properly cared for.

When properly and fairly operated, the sharecropping arrangement meets a special need. Many farmers with families must make their living by farming, but they have neither the farms nor the tools and capital necessary to farm. They need a place to live, and they need land, teams, tools, seed, feed, fertilizer, and supplies in order to make a crop. On the other hand, there are landowners and farm operators who can provide the teams, tools, feed, seed, and supplies with which to farm, but they need labor with which to operate their farms. Each has what the other needs and each needs what the other has. Common sense indicates that it is to the interest of landlords and sharecroppers alike to get together and work out their mutual problems.

The first step in getting together is for both parties to talk things over carefully at the beginning of the crop season, and at other times during the year. The second step is to arrive at definite agreements

between them so there will be less chance for differences and disagreements to arise during the year. Landlords and sharecroppers both will find it helpful to put their agreements in writing as a step toward prevention of misunderstandings.

Reasons for Written Agreements

Few landlords and sharecroppers are now using written agreements. At first, many may think that written agreements are too long and complicated and are written in language nobody but a lawyer could understand. Some are afraid that written agreements may "put them in a strait jacket," tie their hands, restrict their freedom. Written agreements don't have to be like that. They don't need to place a burden on anyone, and they don't need to restrict the freedom of either party except in such way as a fair-minded person is willing to be bound and restricted by the rights and interests of the other fellow. A written agreement should be a simple statement in writing of the agreements and understandings between the two parties and signed by both. It is desirable, and is required if either party signs with a "mark," that the signatures be witnessed by two persons.

There are some very simple reasons why landlords and sharecroppers may find it better to have written agreements.

(1) In putting their agreements down in writing, they will discuss and agree upon many matters that would not be discussed in reaching a verbal agreement. Later misunderstandings and disputes about such matters will thus be avoided.

(2) Memory is not dependable. When landlords and sharecroppers depend upon remembering the exact agreements made, their memories are subject to honest error and this may be the beginning of suspicion and misunderstanding. When the agreements are in writing this kind of uncertainty is removed.

(3) If each person honestly and sincerely intends to live up to his agreement he should not hesitate to put his agreement in writing.

(4) Many people are more careful about living up to agreements and obligations which are written and which they have signed than to those they have made verbally.

In order that landlords and sharecroppers may be able to obtain and use agreements that are simple and understandable and are fair to both, the United States Department of Agriculture has prepared and printed a form of agreement called the Flexible Sharecropping Agreement. These forms are available to everyone who wants a copy. It is realized, of course, that written agreements will not solve all the problems of a landlord and a sharecropper. But if the two parties have confidence in each other, and will talk over their problems and plans together, and will fill out and sign a definite agreement, and then live up to it, their arrangements and relationships will be more satisfactory and more profitable to both.

Filling Out the Agreement

The following suggestions will help landlords and sharecroppers in filling out and signing the Flexible Sharecropping Agreement.

Read the agreement carefully. Before starting to fill out the agreement the two parties should read the agreement and these instructions together carefully and discuss them so that all parts of the agreement are understood.

Two copies of the agreement should be filled out and properly signed so that each party may have a completed and signed copy. Each should have a copy of this booklet as well. The agreement and the booklet should be studied at different times during the year so that all provisions may be understood and remembered.

The date when the agreement is filled out and signed, the name and address of the landlord, and the name and address of the sharecropper should be written in to start with.

In section 1 the name of the county and of the State should be given. The name by which the farm or tract is commonly known may be given. On a plantation each tract might be given a number. If the place is a separate farm the description may be copied from the deed.

Section 2 provides for the length of time or term for which the agreement is made. As most landlords and sharecroppers will not want to enter into a binding agreement for more than 1 year at a time, section 2 is arranged for 1 year. If they agree upon a term of more than 1 year, they may strike out the word "one" and write in "two," "three," "five," or any other number of years desired. The dates when the agreement begins and ends should be written in, such as January 1 to December 31, or November 1 to October 31.

The two parties may agree upon a date when written notice will be given if the agreement is not to continue for another year. This date of notice should be early enough so that each party will have time to make satisfactory arrangements for the next year.

When it has been agreed by the two parties that the sharecropper will remain on the place for another year, both parties may proceed to make plans and to do needed work in the fall and winter in preparation for the next year's crop. If written notice is not given by either party before the date specified in the agreement, the agreement automatically continues for another year. Under this arrangement, the landlord and sharecropper who are satisfied with their arrangement may thus continue or renew their agreement from year to year without going to the trouble of drawing up a new agreement each year. But it is desirable to talk things over in the fall each year and reach a definite understanding for the next year and to settle the matter definitely by filling out and signing one of the blanks provided for that purpose on the back of the agreement.

When there was a market for all the cotton or tobacco that could be grown, farming on most cotton and tobacco farms was begun after January 1 each year and was completed before the end of the year. Winter cover crops were seldom grown and little work was done in the fall in preparation for the next year's crop. Under these conditions

tenants who moved did so about January 1. Nowadays, it is recognized that winter cover crops should be grown on most cotton and tobacco farms to prevent soil erosion and to add fertility to the soil. These crops must be planted in the fall. There is need also for plowing and other work in the fall to prepare for the next year's crop.

Following a custom established under the conditions of former times, moving by tenants and sharecroppers in the South still takes place about January 1. Since harvesting of crops, particularly on cotton farms, is completed earlier than in former years, earlier moving dates would sometimes be beneficial to all concerned. The last part of section 2 may remind landlords and sharecroppers of the desirability of reaching an understanding as early as possible so that some of these things may be done.

Section 3 offers a simple way for landlords and sharecroppers to outline the acreages of crops to be grown and the share of the crops that each will receive. Almost every sharecropper will grow cotton or tobacco, and the planned acres of cotton or tobacco should be written on the proper line at the left. The share that the landlord will receive should be written on the proper line in column (2), such as "one-half" or " $\frac{1}{2}$," and the part the sharecropper will get should be written on the proper line in column (3).

On practically all sharecropper farms enough corn, oats, and hay ought to be grown to provide plenty of feed for milk cows, hogs, and chickens. The number of acres that are planned to be grown to these crops should be written on the proper lines at the left. The kind of hay to be grown should be inserted and the share that the landlord and sharecropper will each get should be written in columns (2) and (3).

Many landlords provide land upon which sharecroppers may grow feed for milk cows, hogs, and poultry, and permit sharecroppers to use teams and equipment without charge in the growing of these crops. They do this to encourage sharecroppers to produce plenty of milk, meat, poultry, and eggs for family use. They know, of course, that this "live at home" production enables sharecroppers to avoid going in debt too heavily, and they know that using plenty of these foods will help the family to keep in good health. Unless they produce these important foods at home most sharecropper families will go without them, much of the time. The land itself is benefited by the growing of feed crops and the keeping of livestock on the farm. Many landlords feel that these advantages compensate them for the small acreage of land used for these purposes and do not ask for a rent share of purely feed and food crops. Any other crops agreed upon will be written in the extra blank lines in the table, and if the crops are to be divided the shares of each party should be written on the proper lines in columns (2) and (3).

The acres provided for garden, potatoes, fruits, grapes, pasture, etc., should be written in the proper blanks below the line. The only sure way, and the cheapest and best way, for a sharecropper family to have a good living on the farm is to produce the living on the farm. If they don't have to spend their money for food they can use it for other things they need. Usually an acre of good garden will not be too much for the average sharecropper family, and this does not include potatoes, melons, cornfield beans, and other things that are usually grown outside the garden. It is wise to grow enough garden so that in

good years there will be a surplus for extra canning and in poor years there will still be plenty. Every year the garden should be large enough so that plenty of vegetables may be canned for winter. In most of the Southern States a lot of garden vegetables can be grown in the fall and early winter. Plowing the garden in the fall and applying barnyard manure at the proper time are a part of good gardening, and good gardening is a necessary part of good farming.

Suitable storage place for food supplies is important. All these things are to the interest of both landlords and sharecroppers and should be provided for in the agreement.

A sharecropper family should also grow berries, grapes, and other fruits with as much care and attention as are given to cotton, tobacco, and other crops. Unless they grow these things on the place, much of the time the family will go without them.

Pasture for milk cows, hogs, and poultry is just as important as for work animals and for commercial livestock. Good pasture requires productive land. In too many cases the pasture consists of worn-out, gullied waste land or woodland in which there is little grazing.

Proceeds from crops are usually divided between landlord and sharecropper as the crops are harvested and sold, and final settlement is made at the end of each year.

Section 4 is considered next. Usually the sharecropper gets credit or "furnish" from the landlord and usually the landlord has borrowed money from the bank or loan agency with which to furnish his sharecroppers. The credit risks are high and frequently the losses are heavy. In many instances the interest rates are very high, when figured on an accurate basis. Because many sharecroppers are frequently unable to pay their debts, and some are even unwilling to pay their debts, sharecroppers in general are compelled to bear a heavy burden of high interest rates and high prices to help make up for the losses. Landlords and credit merchants also suffer losses and sometimes credit agencies suffer losses. Everyone connected with the financing of the sharecropper system bears an extra burden because of the hazards and risks involved.

If improvements can be made in sharecropping arrangements and the credit risks can be reduced it should then be possible to provide credit to dependable sharecroppers on more favorable terms and at more reasonable rates of interest, and everyone concerned would be greatly benefited. The first step in improvement of the sharecropping system and in reduction of credit risks is for landlords and sharecroppers to enter into more definite agreements and understandings between them and to reduce the wholesale shifting of sharecroppers from farm to farm.

Usually the landlord and sharecropper will agree upon the amount of credit or furnish for the year and this figure should be written in the proper blank on the third line of section 4. If they agree upon the amount of credit or furnish per month this will be indicated in the next blank and the months during which credit or furnish will be used will be written in the long blank. If credit can be provided at reasonable rates of interest and if interest is figured accurately for the actual time for which credit is extended, credit can play an important part in improvement of sharecropping arrangements. In most States there are laws regulating the rate of interest that may be charged, which should be kept in mind in filling out section 4.

The keeping of a detailed account and supplying a written statement of the account to the sharecropper at the time of final settlement each year is a protection to both landlord and sharecropper. Giving the sharecropper a copy of the sale or charge ticket covering each advance or each purchase at the credit store will enable the sharecropper to keep track of his own account and will remove the cause of any suspicion which the sharecropper might have that he is being overcharged or is being charged for things he does not get. Of course, unless the sharecropper keeps his tickets and keeps track of his own account this procedure will be worth little to him. Landlords find it helpful to assist sharecroppers in understanding these matters and in checking their accounts. Sometimes the sharecropper's wife, or his son or daughter, can keep track of these matters.

Section 5 comes next. The sharecropper almost always performs or furnishes all labor in the growing of crops and other farm operations, and the landlord furnishes work animals and farm equipment. The number of work animals and the farm equipment and tools to be furnished should be agreed upon at the beginning. Feed for work animals and seed for crops are usually furnished by the landlord. Under this arrangement "all" should be written on the first line in column (3) and the word "none" in column (4). In some instances landlords furnish all fertilizer for crops but in other cases the two parties share the cost of fertilizer upon the same basis as they divide the crops. If the quantity of fertilizer is agreed upon this should be inserted on the third line in column (2), "all" or the share to be contributed by the landlord should be inserted in column (3), and "none" or the share to be contributed by the sharecropper should be inserted in column (4). Many landlords find it good policy to furnish seed for garden without charge to the sharecropper and to supervise the growing of the garden just as carefully as they supervise the growing of cotton or tobacco. Feed for the sharecropper's milk cows, hogs, and poultry can be produced economically on the place. If cottonseed meal or cake, tankage, bran, or other feeds need to be bought the two parties will usually agree upon a satisfactory arrangement for providing them.

Seed for cover crops, such as vetch, rye, etc., is usually furnished by the landlord because of the value of these crops to the land. Both parties will benefit from the increased yield of crops, particularly if the sharecropper stays on the place several years. The sharecropper usually performs necessary labor in the growing and use of these crops and is usually free to pasture his own livestock on them under conditions that will avoid damage to the land.

Failure by the sharecropper to perform plowing, seeding, cultivating, harvesting, and other necessary work at the proper time and in an efficient way is a common cause of difficulty between many landlords and sharecroppers. The good sharecropper will be careful to fulfill his obligation in this respect. The cutting of trees that the landlord does not want cut is a frequent cause of misunderstanding. The landlord usually designates the timber that the sharecropper may cut for fuel and other purposes and the good sharecropper follows instructions in this matter.

Section 6 relates to livestock. The two parties usually agree upon the number of milk cows, hogs, and poultry that the sharecropper may keep upon the place and the arrangement under which these may

be provided. Ownership and care of livestock by the sharecropper usually creates greater interest in the place and discourages moving, because livestock are difficult to move. If the sharecropper does not own and cannot provide a milk cow, some hogs and some poultry, these are sometimes furnished by the landlord under such arrangement as suggested in section 6. Some sharecroppers have not had livestock of their own in the past and will need help in arranging for the proper care of livestock and sometimes will need help in learning and appreciating the kind of care that livestock must have. Patient instruction and help from the landlord may be worth much in such cases.

Section 7 relates to repairs. It will be a good thing if the two parties will together inspect the place at the time they make the agreement, to see what repairs may be needed to the house, barn, well, garden, fences, etc. This is a good time to agree upon repairs and improvements which will be made and upon the arrangements for making them. Ordinarily it is the responsibility of the landlord to put the place in good condition in the beginning but most sharecroppers are willing to contribute available time and labor in making improvements and repairs if the landlord will furnish the materials. Some landlords prefer to make all repairs because they have workmen employed who will do a better job than the sharecropper can do. A good sharecropper keeps the farm in good condition and appearance and avoids damage to the property in every possible way.

A sharecropper or members of his family who are in poor health cannot perform satisfactory work. It is well known that many sharecropper families are working under the handicap of poor health. The simplest steps to be taken to safeguard the health of the family are to provide sanitary toilets, to screen windows and doors, and to provide a water supply that is known to be safe and free from contamination. Many landlords and sharecroppers agree upon a simple arrangement by which these important health safeguards are provided.

If the dwelling or other necessary improvement should be destroyed or damaged by fire or other cause beyond the sharecropper's control, the sharecropper and his family will suffer great inconvenience and hardship unless these are promptly restored or repaired. Of course, a fair-minded landlord realizes the difficult position in which a sharecropper is placed under such circumstances and willingly restores or repairs the improvements immediately, or makes other suitable and convenient arrangements for the sharecropper family.

Section 8 mentions conditions that do not often arise if each party lives up to his obligations to the best of his ability and if the two cooperate in working out difficulties. When the sharecropper moves from the farm for any reason, if he has an interest in growing crops or crops that are unharvested, above the amount of his indebtedness, the simplest procedure is for the two parties to agree upon a fair price which the landlord will pay the sharecropper for his interest, and it is usually best for both that the settlement be made at that time. If the sharecropper abandons his crop or if he neglects or refuses to perform necessary work, then the landlord has the right, under the agreement, to do this work himself and to charge the cost against the sharecropper's part of the proceeds. A conscientious landlord will not take unfair advantage of a sharecropper under the provisions of this section. Illness, poor health, or other causes beyond the sharecropper's control do not constitute negligence under the terms of this section.

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FLEXIBLE SHARECROPPING AGREEMENT

(Before starting to fill out this agreement, read the instructions and suggestions contained in the accompanying booklet "The Flexible Sharecropping Agreement and Its Use")

This AGREEMENT is made this _____ day of _____, 19____, between

_____, landlord, of _____ (Address)

and _____, sharecropper, of _____ (Address)

1. **Description of Property.**—The landlord agrees that the sharecropper may occupy and use for agricultural and related purposes the following described farm or tract of land located in _____ County, State of _____:

and consisting of _____ acres, more or less, including all buildings and improvements on the land or designated for use by the sharecropper (the property described will be referred to throughout this agreement as "the place").

2. **Term of Agreement.**—This agreement will be for 1 year from the _____ day of _____, 19____, to the _____ day of _____, 19____, and this agreement will continue in force from year to year unless either party notifies the other in writing not later than the _____ day of _____ (Month) of any year that the agreement will not continue for the next year.

If winter cover crops, pasture, or garden are to be grown, or if other work must be done in the fall in preparation for the next year's crops, agreement to continue for the next year will be made early enough for such work to be done at the proper time and the parties shall sign the agreement to continue in the spaces provided for that purpose on the back hereof and this agreement shall then remain in force for an additional year.

3. **Cropping Plan and Division of Crops.**—The crops and acreages agreed upon for the first year are listed in the table below together with the share of each crop which will go to the landlord and the share which will go to the sharecropper so long as this agreement continues in force.

(1) Planned acreages of crops	(2) Landlord's share	(3) Sharecropper's share
_____ acres of cotton_____		
_____ acres of tobacco_____		
_____ acres of corn_____		
_____ acres of oats_____		
_____ acres of _____ for hay_____		
_____ acres of _____		
_____ acres of _____		
_____ acres for sharecropper's garden, potatoes, etc.		
_____ acres for sharecropper's fruits, grapes, berries, melons, etc.		
_____ acres for pasture for sharecropper's milk cow, hogs, and poultry.		
_____ acres of timber and waste land on the place.		
_____ Total acres in the place occupied and to be used by sharecropper.		

Crops or the proceeds of crops produced will be divided at the time of marketing and final settlement between the parties will be made at the end of the year.

4. **Credit Arrangements.**—Cash or furnish necessary for the sharecropper and his family before the time when crops are marketed will be provided or arranged for by the landlord. The total cash and value of furnish for the year will be \$_____, available at \$_____ per month for the months of _____

The interest charged or the extra charge added for credit above cash prices prevailing in the community will not exceed _____ percent per year.

The landlord will keep an accurate account of cash or furnish advanced to the sharecropper and of all payments or credits and upon request by the sharecropper will permit the sharecropper to examine this record. The landlord will supply to the sharecropper a ticket covering each advance or sale and of each payment or credit on account and a complete itemized statement of the account at the time of final settlement each year.

5. **Farm Operation.**—The landlord will provide all work stock and farm machinery and the sharecropper will perform or provide all labor necessary in the growing of crops and other farm operations. Other items of expense and farm operation will be provided or shared as indicated in the table below:

(1) Item of expense or operations	(2) Quantity or amount agreed upon	(3) Furnished by landlord (Insert "all," "none," or "one-half" as agreed)	(4) Furnished by sharecropper (Insert "all," "none," or "one-half" as agreed)
Feed for work animals_____			
Seed for crops_____			
Fertilizer for crops_____			
Seed for garden_____			
Feed for milk cow, hogs, and poultry_____			
Seed for cover crops_____			
Fertilizer for cover crops_____ (Name)			

The sharecropper will prepare, plant, cultivate, harvest, and perform other farm operations at the proper time and in an efficient manner. The sharecropper may use timber designated by the landlord for fuel and other purposes.

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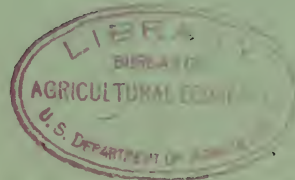
ANNUAL SUPPLEMENT
to the Flexible Sharecropping Agreement
for the Crop Year 19_____

Between _____, landlord, and _____, sharecropper.

Dated _____ day of _____, 19_____

The FLEXIBLE SHARECROPPING AGREEMENT heretofore signed between the landlord and the sharecropper will continue in effect for the crop year 19_____, except for the changes specified below. This Annual Supplement outlines crops to be grown, the planned acreage of each, and other details agreed upon by the two parties for the crop year 19_____, which will be as indicated in the table below:

CROPS AND PLANNED ACREAGES FOR THE CROP YEAR _____	Division of Crops or Proceeds as Specified in Flexible Sharecropping Agreement—on Crops Not Specified in That Agreement, Division Will Be as Indicated Below	
	Landlord's Share	Sharecropper's Share
_____ acres of cotton		
_____ acres of tobacco		
_____ acres of corn		
_____ acres of oats		
_____ acres of _____ for hay		
_____ acres of		
_____ acres of		
_____ acres for sharecropper's garden, potatoes, etc.		
_____ acres for sharecropper's fruits, grapes, berries, melons, etc.		
_____ acres for pasture for sharecropper's milk cow, hogs, and poultry.		
_____ acres of timber and wasteland on the place.		
_____ Total acres in the place occupied and to be used by sharecropper.		



The amount of credit or furnish which will be provided by the landlord to the sharecropper for the year will be \$_____, available at \$_____ per month for the months of _____

Repairs and Maintenance.—Repairs or maintenance items agreed upon to be made during the year and materials to be furnished are the following: _____

Additional details and terms agreed upon by the two parties for the coming year are the following (if any): _____

Signed this _____ day of _____, 19_____

WITNESSES AS TO BOTH SIGNATURES:

(Landlord) [SEAL]

(Sharecropper) [SEAL]

